

MINUTES

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office, Swakopmund on **Thursday, 25 March 2021** at **09:00**.

PRESENT:

Councillor L N Kativa	:	Mayor
Councillor D Am-!Gabeb	:	Deputy Mayor
Councillor W O Groenewald	:	Chairperson of MC
Councillor C-W Goldbeck	:	Alternate Chairperson of MC
Councillor P N Shimhanda	:	Member of Management Committee
Councillor B R Goraseb	:	Member of Management Committee
Councillor M Henrichsen	:	Alternate Member of MC
Councillor E Shitana	:	Member of Council
Councillor S Kautondokwa	:	Member of Council
Councillor H H Nghidipaya	:	Member of Council

OFFICIALS:

Mr A Benjamin	:	Chief Executive Officer
Mr M P C Swarts	:	GM: Corporate Service & HC
Mr V S Kaulinge	:	GM: Economic Development Services
Mr C McClune	:	GM: Engineering and Planning Services
Mr H !Naruseb	:	GM: Finance
Mr C Lawrence	:	GM: Health Services & SWM

ALSO PRESENT:

Also present was one (1) member of the Media and (19) nineteen members of the public.

1. SCRIPTURE READING AND OPENING BY PRAYER

Mr V S Kaulinge opened the meeting with a prayer. A minute of silence was observed for the departed Train Driver.

2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL

On proposal of Councillor W O Groenewald seconded by Councillor B R Goraseb, it was:

RESOLVED:

That the agenda be adopted.

CO: A GM: CS&HC




3. **APPLICATIONS FOR LEAVE OF ABSENCE AND DECLARATION OF INTEREST BY MEMBERS OF COUNCIL**

3.1 Application for leave of absence:

None.

3.2 Declaration of interest:

None.

4. **CONFIRMATION OF MINUTES**
(C/M 2020/03/25 - A 2/3/5)

4.1 **MINUTES OF AN ORDINARY COUNCIL MEETING HELD ON 25 FEBRUARY 2021**

On proposal of Councillor C-W Goldbeck seconded by Councillor B R Goraseb, it was:

RESOLVED:

CO: A
GM: CS&HC

That the minutes of the Ordinary Council Meeting held on 25 February 2021, be confirmed as correct.

5. **OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS**

(C/M 2021/03/25 - A 2/3/5)

Honourable Councillors, The Chief Executive Officer, Mr. Alfeus Benjamin, General Managers, Managers, Officials, Members of The Media, Ladies and Gentlemen, All Protocol Observed

Good morning and welcome to the council meeting and announcements for the month of March.

Ladies and Gentlemen

During this month, Council participated at the following activities:

1. *Workshop On Risk Assessment*
2. *Discussions On Future Development Plans for Swakopmund*
3. *Consultative Meeting with Erongo Region Business Community and Informal Traders*
4. *Induction Workshop for Councillors in Swakopmund*
5. *Grant Contract Signing Ceremony with The Japan Embassy for The Donation of the two Ambulances*
6. *In addition, we had various engagements with Stakeholders*

Honourable Councilors, Ladies and Gentlemen,

Furthermore, Council will be hosting a ground-breaking ceremony on 26 March of its Urban Agriculture Project. The purpose of this project is to promote Urban Agricultural Projects by encouraging residents to produce their own food, stimulate food security and economic growth.

We look forward to the positive results this project will yield for our town.

That is all we had for today, thank you for your undivided attention.

Honourable Councillors, Ladies and Gentlemen

We will now continue with our deliberations.

Thank you.

*Louisa Kativa
Mayor*

6. **INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING OF COUNCIL**

- 6.1 The Mayor presented long service and retirement awards to the staff members.

7. **PETITIONS**

None.

8. **MOTIONS OF MEMBERS**

None.

9. **ANSWERS TO QUESTIONS OF MEMBERS OF WHICH NOTICE WAS GIVEN**

None.

10. **REPORT OF THE MANAGEMENT COMMITTEE REFERRED TO IN SECTION 26(1) (E) OF THE ACT**

10.1 **REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING MARCH 2021**

RESOLVED:

CO: A
GM: CS&HC

That the report to Council on resolutions taken by the Management Committee during March 2021, be approved.

11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**

11.1 **MANAGEMENT COMMITTEE MEETINGS HELD ON 11 MARCH 2021**

11.1.1 **ERONGO RED BOARD OF DIRECTORS**
(C/M 2021/03/25 - 11/1/4/17)

The meeting extensively deliberated the matter of replacement of directors, whereafter the Chairperson requested for a vote and it was:

RESOLVED:

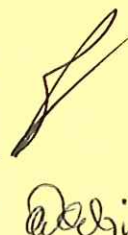
CEO

- (a) That Council approves the replacement of the current appointed Directors on the board with the following members of Public:

- Mr Econia Petrus be replaced with Mr Martin Tjipita and Mr Edwin Tjiriange as the alternate.
- Ms Elizabeth Manga be replaced with Mr Sam Januarie and Ms Demeon Keulder as the alternate.

- (b) That these replacements be effected immediately.

- (c) That the current appointed directors on the board for Swakopmund Municipality be informed accordingly.



11.1.2 **RESUBMITTED: ERF 9027, SWAKOPMUND - PENDING TRANSACTION**
(C/M 2021/03/25 - 9027)

RESOLVED:

CO: P
GM: CS&HC

- (a) That it be noted that based on Ms LET Nembungu's income she should apply for low-income housing as the cost for Erf 9027, Swakopmund is beyond her means.
- (b) That Council confirms the cancellation of the sale of Erf 9027, Swakopmund as the purchaser failed to secure the purchase price by the lapsing date of 02 March 2020 and confirmed that she is not in a position to proceed with the sale, unless she can pay in instalments. Council's conditions of sale do not provide for the payment of the purchase price in instalments.
 - (i) *That Erf 9027, Swakopmund be offered to the next qualifying bidder listed.*
- (c) That Ms LET Nembungu be advised to visit the Housing Section for more affordable housing options.

11.1.3 **FOOD AID INITIATIVE**
(C/M 2021/03/25 - 14/2/9/7)

RESOLVED:

GM: HSSWM
GM: EDS
GM: F
CEO

- (a) That the following nominations to serve on the Swakopmund Food Aid Committee be approved:

1	Mayor / Councilor (Chairperson)	Mayor
2	Swakopmund Municipality : Health Services & Solid Waste Management	Ms Lydia Mutenda
3	Swakopmund Municipality : Economic Development Services	Ms Michelle Palmer
4	Swakopmund Constituency Office	Hon.C. Smith Howard / Mr Victor Maswahu
5	Ministry of Health and Social Services	Ms Saima Nathaniel
6	Hospitality Industry of Namibia (HAN)	Ms Anett Kotting
7	Ministry of Gender Equality, Child Welfare & Poverty Eradication	Ms Margaret Richter
8	Retailers Association of Namibia	Mr Rudolf Otto

- (b) That the Mayor nominates two (2) community volunteers to serve as members of the Food Aid Committee.
- (c) That resources, such as a warehouse for storage, transportation, and distribution centres be provided.
- (d) That the Economic Development Services Department embarks on the registration of vulnerable and unemployed residents of the community.
- (e) That the General Manager: Finance makes budgetary provision for food supply and staff related expenses when necessary.

11.1.4

EXCHANGE TRANSACTION TO ACQUIRE ERF 1152, MONDESA

(C/M 2021/03/25 - M 1152, E 8440, E 8441, E 8442, 14/1/3/1)

RESOLVED:CO: P
GM: CS&HC

- (a) That Council approves the exchange of Erf 8442, Extension 31 for Erf 1152, Mondesa which belongs to PS HSE Consulting and Trading Enterprises CC in terms of point (c) of Council's resolution passed on 30 July 2020 under item 11.1.8.

(c) That Council approves the repurchasing of Erf 1152, Mondesa, measuring 600 m², at a market related price or exchange the erf with an appropriate business erf in Matutura.

- (b) That it be noted that the above two erven are almost equal in value.
- (c) That Council be responsible for all costs for the exchange transaction of Erf 8442, with Erf 1152 (except point (h) below).
- (d) That Council considers the sale of Erven 8440 and 8441, Extension 31 to PS HSE Consulting and Trading Enterprises CC in exchange for relinquishing the claim for an erf in Extension 13, Mondesa (Council resolution passed on 30 July 2020 under item 11.1.4).
- (e) That the alienation of the three erven be for the establishment of a shopping mall and fuel station and that PS HSE Consulting and Trading Enterprises CC provides a letter of support from a fuel supplier.
- (f) That the purchase prices be determined at the cost for installation of services +25% excluding 15% VAT which has to be paid in terms of the business zoning, being:

	Erf #	Size	Price Based on N\$156/m ²
1	8440	1 424	N\$ 222 144.00
2	8441	2 088	N\$ 325 728.00

- (g) That it be noted that the erven are zoned "General Business" and development of the property will be confined by the use of the property in terms of Council's Town Planning Amendment Scheme in terms of which a service station requires consent use.
- (h) That upon acceptance of points (a) until (e) above by the purchaser, Council's intention to alienate the three erven be advertised for possible objections as required in terms of the relevant two sections of the Local Authorities Act, Act 23 of 1992 at the cost of the purchaser.
- (i) That the transaction be concluded after approval has been granted by the Ministry of Urban & Rural Development; within 120 days from the last party signing the agreements.



- (j) That payment of the purchase price and 15% VAT be secured either in cash or formal bank guarantee in favour of the Swakopmund Municipality within 120 days from the last party signing the agreements.
- (k) That the following standard conditions be applicable:
- (i) *That the purchaser pays a deposit of N\$ 10 000.00 for each one of Erven 8440 and 8441 towards the statutory costs relating to the transaction including, but not limited to advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction.*
 - (ii) *That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the related statutory processes.*
 - (iii) *That the purchasers accept that no rights will accrue to it from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*
 - (iv) *The erven are sold "voetstoots" or "as is" with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. The Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.*
 - (v) *Failure to pay the purchase price in cash or secure payment by formal bank guarantee on the 120th day from the last party signing the agreements will result in the transaction being cancelled without the need to place the purchaser on terms, should the purchase price be secured by a formal bank guarantee the transfer must be effected on or before the 120th day, interest will be levied as from the date of allocation or Ministerial approval until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale.*
 - (vi) *That the purchaser/s must construct structural improvements worth at least 4 times the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property;*
 - (vii) *That the said improvements must be completed within 24 months (2 years) from date of transfer.*
 - (viii) *That the property may not be alienated within 24 months (2 years) from the date of a completion certificate being issued in respect of the structural improvements, referred to in (vi) above, prior to the expiry of the said 24 month period. This restraint of alienation is to be registered against the title deed of the property.*
 - (ix) *No development or construction will be permitted to commence until the statutory processes have been completed and the erven are transferred.*
 - (x) *The agreements of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof.*
 - (xi) *That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.*



11.1.5 **MUSEUM CAFÉ SWAKOPMUND: REQUEST TO LEASE A PORTION OF THE SIDEWALK ADJACENT TO THE MUSEUM**

(C/M 2021/03/25 - 13/3/1/6)

During the discussion of this item, Councillor W O Groenewald declared his interest in the matter and left the Chambers.

RESOLVED:

CO: P
GM: CS&HC

- (a) That permission be granted to Ms Ulrike Meyer trading as Museum Café to lease a portion of the sidewalk measuring 69.50m² adjacent to the museum for a period of six months commencing from 01 October 2020 until 31 March 2021 or until the High Court ruling is finalized whichever is earlier.
- (b) That the lease amount be N\$49.58 m² per month x 69.50 m² = N\$3 445.81 + N\$516.87 (15% VAT) = N\$3 962.68 with an annual escalation of 7% starting 1 July 2022.
- (c) That the lease be subject to the standard conditions and the following:
 - (i) That a deposit equal to 1 months lease be paid in advance by the applicant.
 - (ii) That a notice of termination period of three (3) months for both parties be applicable.
 - (iii) That the demarcated area be barricaded by way of a non-permanent fixture, such as rope.
 - (iv) That the Lessee does not operate later than 22:00.
 - (v) That the Lessee shall keep the existing sidewalk, between the open-air café and restaurant open for the general public's use.
 - (vi) That the Lessee is responsible to keep and maintain the hired property in a proper condition and to maintain and deliver the same at the termination of this lease in good order and condition, reasonable wear and tear that the Lessor shall determine, excluded.
 - (vii) That during any maintenance work at / to the hired property, Council takes no responsibility to the Lessee for any loss or damage arising from such maintenance work or delays in connection with such works.
 - (viii) That no improvement or changes, or any other work on the hired property may be done by the Lessee without the written permission of the Lessor first had and obtained.
 - (ix) That no sub-letting is permitted to cede or assign this agreement or any portion thereof, nor shall it be allowed to sublet in any manner any portion of the hired property, without the written consent of the Lessor first being had and obtained.
 - (x) That the Lessor or his duly authorized representative, shall at all reasonable time have the right to enter the hired property for the purpose of carrying out an inspection and to ensure that all applicable regulations and by-laws are being adhered to by the Lessee.
 - (xi) That the Lessee shall indemnify and keep indemnified the Lessor during the full period of this agreement against possible claims, which may arise from the use of the hired property by the Lessee.
- (e) That upon acceptance of the lease conditions, a lease agreement will be compiled and signed by the parties within 21 days.

- (f) That all costs involved in the transaction be for the Lessee's account.
- (g) That should the Lessee cease operating they have to reinstate the area to its original layout at their own cost.
- (h) That the Lessee indemnifies and keep Council indemnified during the full period of this agreement against possible claims, which may arise from the use of the pavement by the Lessee.

11.1.6 **SAAMSTAAN JUKSKEI CLUB SWAKOPMUND: RENEWAL OF LEASE AGREEMENT**

(C/M 2021/03/25 - N 7/4/3, V 118)

RESOLVED:

CO: P
GM: CS&HC

- (a) That Council takes note of the application by *Saamstaan Jukskei Club Swakopmund* for the renewal of the lease agreement for the lease of a portion of Erf 118, Vineta, measuring 1 755m².
- (b) That the rental tariff be N\$2 295.70 + 15% VAT, being N\$ 344.36 = N\$2 640.06 with a 7% annual escalation, the first being 01 July 2021.
- (c) That the lease agreement will be subject to the existing and amended conditions as stipulated below and any further conditions that Council may require:

Following are the conditions for the lease agreement:

1. **Lease Period**

The lease shall commence on 1 March 2020 irrespective of renewal approval by Council and signing date of the lease agreement and shall run for the period of 5 years.

2. **Payments**

- 2.1 *N\$2 295.70 + 15% VAT, being N\$ 344.36 = N\$2 640.06 with a 7% escalation on 01 July 2021 and every consecutive year.*
- 2.3 *The rental amount as quoted must be payable per annum in advance on or before the 7th day of each month to the Municipality free of bank commission.*
- 2.4 *A refundable deposit equal to a year's rental is payable in advance.*

3. **Use of the Property and Responsibilities**

- 3.1 *The LESSEE shall comply with all conditions laid down by the General Manager: Health Services and Solid Waste Management, in terms of the Health Regulations of the LESSOR and all other applicable municipal regulations.*
- 3.2 *The PROPERTY shall not be used for any other purpose than for the purpose of playing and promoting jukskei and related activities on the PROPERTY.*
- 3.3 *The LESSEE is responsible at all times to keep the area in a neat and tidy condition.*
- 3.4 *Council shall remain responsible for the maintenance of the lawn area.*

- 3.5 The LESSEE must ensure that no structures, whether permanent or temporary, other than those indicated on the aerial photo (Annexure "C") (on file), shall be erected on the allocated area.
- 3.6 The LESSEE shall remove all approved structures should the courts no longer be in use and restore the area to its original condition.

4. Right of Access

The Municipality shall at all times have the right of access to the HIRED PROPERTY being leased for the purpose of carrying out inspections in order to ensure that all applicable regulations and requirements are being complied with by the LESSEE.

5. Prohibition against Sub Letting

The LESSEE shall not cede or assign this agreement or any portion of the portion of the HIRED PROPERTY OR THE PORTION THEREOF.

6. Indemnity

The LESSEE shall keep the LESSOR indemnified during the lease period of this lease agreement against any possible claims which may arise from the use of the PROPERTY by the LESSEE and if required to do so by the Municipality, shall furnish the Municipality with an acceptable all- risk indemnity policy.

7. Breach of Conditions

If the LESSEE breaches any conditions of the agreement, the lease may be cancelled at the entire discretion of the Municipality by giving thirty (30) days' notice in writing to the LESSEE, and the LESSEE shall restore the HIRED PROPERTY to a proper condition at his own cost and to the satisfaction of the Municipality within the sixty (60) days from date of such notification. Whether the lease is terminated by way of expiration or by breach of contract the LESSEE shall for its own account restore the PROPERTY to its original condition and to the satisfaction of the Municipality.

8. Termination

- 8.1 This lease agreement is terminable at any time by either party giving or receiving three (3) months' notice in writing.
- 8.2 In the event of termination of this agreement, the LESSEE shall have no claim for compensation in respect of any improvements effected on the property, provided that the LESSEE may remove any such improvements from the property within 60 days from date of termination, failing which all such improvements shall become the property of the LESSOR, provided further that the LESSEE shall be responsible for all costs incurred by the LESSOR or loss sustained by it as a result of any negligence on the part of the LESSEE so to remove any improvement or to restore the property to its proper condition.

- (d) That the intended lease be published in terms of the Local Authorities Act, Act 23 of 1992, as amended.
- (e) That it also be noted that no complaints from the public have been received to date.

11.1.7 APPLICATION TO LEASE LAND NEAR THE DUMPING SITE FOR RECYCLING OF LOW DENSITY POLYTHENE (LDPE) PLASTIC
(C/M 2021/03/25 - 13/3/1/5)

RESOLVED:

CO: P
GM: CS&HC

- (a) That Council approves the application by Messrs Green Construction Trading cc for the lease of a piece of land measuring one (1) hectare to erect a plastic recycling plant in Swakopmund.
- (b) That the land be offered to Messrs Green Construction Trading cc for a lease period of 9 years and 11 months subject to the standard conditions of the lease.
- (c) That Messrs Green Construction Trading cc submits an Environmental Impact Assessment, operational plan indicating service requirements and project development plans, where after the exact location be demarcated and the lease price be submitted to the Management Committee for consideration.

11.1.8 LEASE OF A CONSTRUCTION SITE: CHANGE OF NAME OF THE LESSEE
(C/M 2021/03/25 - 13/3/1/5)

RESOLVED:

CO: P
GM: CS&HC

- (a) That Council approves the change of the name of the lessee approved by Council on 28 January 2021 from China Gezhouba Group Company Limited to China Gezhouba Investment Group (Namibia) (Proprietary) Limited).
- (b) That the name of China Gezhouba Investment Group (Namibia) (Proprietary) Limited reflect in all future accounts and correspondences.
- (c) That an additional portion of land measuring 130m² which is being used as car port be added to the existing lease site approved by Council on 28 January 2021 under item 11.1.20, point (e) (iii).
- (d) That an addendum to the lease agreement signed on 11 February 2021 be compiled to reflect the name of the lessee as China Gezhouba Investment Group (Namibia) (Proprietary) Limited and amending the lease area by adding 130m² to the size of the lease site (the additional area is being used as car port).



11.1.9 **REQUEST FOR THE INCREASE IN IMPOUNDMENT FEES - SPCA**
(C/M 2021/03/25 - 17/3/4)

RESOLVED:

GM: HSSWM

- (a) That the annual donation to the SPCA be increased from N\$80 000.00 to N\$120 000.00, to be budgeted for and implemented as from 01 July 2021.
- (b) That the General Manager: Health Services & Solid Waste Management makes provision in the Operational Budget for the payment of the amended impoundment fees.
- (c) That the SPCA facilitates the boarding, de-worming and vaccination of all dogs impounded by the Animal Control Officer in addition to their normal activities.

11.1.10 **DRIFT SPIN DRAGS (DSD) MOTOR CLUB: RENEWAL OF LEASE AGREEMENT**

(C/M 2021/03/25 - 13/3/1/5)

RESOLVED:

CO: P
GM: CS&HC

- (a) That Council approves the renewal of the lease agreement of Drift Spin Drags (DSD) Motor Club to lease a portion of land measuring, 6 000m² that is located west of the Go-Kart area and east of the airport for a further 5 years.
- (b) That the lease commences on 01 February 2021, (irrespective of date of signing this agreement) and lapses on 31 January 2026.
- (c) That the annual rental be 6 000m² x N\$0.108/m² = N\$648.00 + N\$97.20 (15% VAT) = N\$745.20 per annum.
- (d) That the rental shall escalate on 1 July 2021 and annually thereafter on the 1st day of July of each subsequent year by 7%, calculated on the rental payable in respect of the month immediately preceding the respective escalation date.
- (e) That the following standard conditions be applicable:
 - (i) *That the lease be terminable by either party giving or receiving three (3) months written notice.*
 - (ii) *That a deposit equal to 1 years' lease which was previously paid be adjusted in order to equal the current annual rental amount.*
 - (iii) *That Council reserves the right to cancel the lease if valid objections from the public are received.*
 - (iv) *That the demarcated area be barricaded by way of a non-permanent fixture, such as a rope.*
 - (v) *That the lessee shall indemnify and keep Council indemnified during the full period of the agreement against possible claims, which may arise from the use of the leased area.*
 - (vi) *That no subletting be allowed.*
 - (iv) *That the lessee does not operate later than 22:00.*



- (f) That permission be applied for from the Honourable Minister of Urban and Rural Development in terms of section 30 (1) (t) to proceed with the lease agreement.
- (g) That all costs involved be for the applicant's account.
- (h) That should the lessee cease operating; they must inform Council in writing and reinstate the area to its original condition at their own cost.

11.1.11 **APPLICATIONS FOR THE INSTALLATION OF SERVICES AND / CONSTRUCTION OF HOUSES: STANDARD REPLY**
(C/M 2021/03/25 - 16/1/4/2/1/14)

RESOLVED:

CO: P
GM: CS&HC

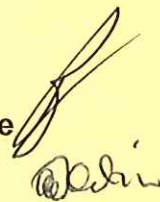
- (a) That Council takes a policy decision to the effect that in future a standard reply be issued to unsolicited applications from the public for the:
 - (i) Development of townships;
 - (ii) Purchase of large portions / number of serviced / unserviced land / erven;
 - (iii) Land for construction of residential housing; and
 - (iv) Requests for audience with Council for the above.
- (b) That the standard reply informs applicants that Council will invite developers / purchasers by public advert should the need arise for large scale developments.
- (c) That only unique proposals for business / industrial / institutional development or initiatives be considered after submitting full explanations and motivations.

11.1.12 **DONATIONS & SPONSORSHIPS FUNDING POLICY & GUIDELINES**
(C/M 2021/03/25 - 3/P)

RESOLVED:

CO: M&C
GM: F
GM: EDS
GM: CS&HC

- (a) That Council takes note of the Sponsorship and Donation Policy and Guidelines.
- (b) That Council appoints the following officials to serve on the Sponsorship Committee:
 - Councillor P N Shimhanda and Councillor M Henrichsen
 - General Manager: (Finance Chairperson)
 - Manager: Finance (Secundi)
 - General Manager: Corporate Services & Human Capital (Vice Chairperson)
 - Manager: Corporate Services (Secundi)
 - Corporate Officer: Marketing and Communications (Secretary)
 - Sports and Recreation Officer (Vice Secretary)
 - Youth Development Officer
- (c) That all recommendations of the Sponsorship Committee be submitted to the Management Committee for approval.



- (d) That the Sponsorship Committee be a delegated authority, subject to the conditions of this Policy and that provision be made in the current budget to approve for the donations and sponsorships to individuals, groups and organisations.

11.1.13 SALE OF ERF 7133, EXTENSION 26, MONDESA TO A THIRD PARTY (MIDDLE LOW INCOME)

(C/M 2021/03/25 - 19.03.12; E 7133 M)

RESOLVED:

CO: P
GM: CS&HC

That Council accepts the merit of the application by Mr I Shiimbashike and that Council waives the pre-emptive right and permits the sale of Erf 7133, Mondesa to a third party.

11.1.14 SUBSIDIZED SEMI-PURIFIED WATER SUPPLY POLICY

(C/M 2021/03/25 - 3/11/1/2/2/5; E 21 & 22)

RESOLVED:

GM: F

- (a) That Council approves the Subsidized Semi-Purified Water Supply Policy (on file).
- (b) That a 50% subsidy be granted with effect from 1 July 2021.

11.1.15 CRICKET NAMIBIA'S RENTAL AGREEMENT - VINETA NORTH SPORT STADIUM

(C/M 2021/03/25 - 14/2/21/4)

RESOLVED:

GM: EDS

- (a) That Council approves the usage of Vineta Sport Stadium by Cricket Namibia free of charge when facility is used for the following purposes:
- *Community Development Programme and clinics*
 - *Cricket Namibia's national and development teams*
- (b) That the approval is granted on the following conditions:
- *Cricket Namibia will cover all expenses to build the pitch to the tune of approximately N\$150 000.00 (this amount include materials and labour costs)*
 - *Cricket Namibia to repair existing concrete covering in the middle of the field to the tune of N\$22 000.00*
 - *Cricket Namibia to construct movable nets for training purposes for the development program to the tune of N\$18 000.00*
 - *Cricket Namibia to avail a pitch cutter*
 - *Cricket Namibia to provide training for the ground keeper / curator on how to manage the facilities*
 - *Cricket Namibia to Run and administer development programme for the community of Swakopmund.*
 - *Council to retain access for public use.*



11.1.16 **BUSINESS DEVELOPMENT IN DRC, EXT 28 - 31**
(C/M 2021/03/25 - M 4354)

RESOLVED:

GM: EDS

- (a) That Council approves Economic Development Services to conduct a registration of business owners in DRC and assess their potential in terms of acquiring business property and expanding their businesses.
- (b) That this data be presented to Council once the exercise is completed.
- (c) That first preference to buy business properties in Extensions 28, 29, 30 & 31 be given to business owners that have established business in DRC Extensions 28, 29, 30 & 31.
- (d) That alienation of the business erven in Extension 28, 29, 30 & 31 be done through invitation of business proposals by business owners in DRC.

11.1.17 **SURVEY ON EXISTING ABLUTION FACILITIES IN DRC(PROPER) SETTLEMENT**
(C/M 2021/03/25 - 14/2/8/2)

RESOLVED:

GM: HSSWM
GM: EPS
GM: F

- (a) That the septic tanks (toilets) be replaced with water borne sanitation systems and connected to the newly constructed sewer and water infrastructure lines.
- (b) That all serviced Erven in the DRC with no septic tank (toilets) be provided with water borne sanitation facilities.
- (c) That the General Manager: Engineering & Planning Services determine the building cost estimates of a water borne sanitation system with report back to the Management Committee, in April 2021.
- (d) That the General Manager: Finance makes budgetary provision on the Capital Budget 2021/2022, for this purpose.

11.1.18 **AVAILABILITY OF INDUSTRIAL ERVEN IN EXTENSION 10, SWAKOPMUND**
(C/M 2021/03/25 - E 4813 Re, E 4843 Re, E 4869, E 4873, E 4874, E 4889, E 4895, E 4899, E 4901)

RESOLVED:

CO: P
GM: CS&HC

- (a) That Council takes note that only a small percentage of the industrial erven have been fully developed.
- (b) That due to the effects of the Covid-19 pandemic, the local economy requires an injection and especially the building construction sector.

- (c) That Council can encourage developers to construct new businesses by providing favourable conditions of sale.
- (d) That a closed bid sale be arranged for the erven listed under point (e) below.
- (e) That the upset prices for the erven be N\$236.00/m² (excluding 15% VAT) as set-out below:

	Erf No	Zoning	m ²	Upset Price @ N\$236.00/m ² (excl 15% VAT)
1	4813 Re	Light Industrial	2 810	663 160.00
2	4843 Re	Light Industrial	1 558	367 688.00
3	4869	General Industrial	6 428	1 517 008.00
4	4895	General Industrial	5 615	1 325 140.00
5	4899	General Industrial	20 035	4 728 260.00
6	4901	General Industrial	13 298	3 138 328.00
7	4873	General Industrial	7 403	1 747 108.00
8	4874	General Industrial	15 140	3 573 040.00
9	4889	General Industrial	10 782	2 544 552.00
	Total			19 604 284. 00

- (f) That bids submitted on the following conditions:
- (i) The upset price be N\$236.00/m²
 - (ii) No rates and taxes be levied for a period of 24 months from date of sale / until date of a completion certificate being issued (whatever is later in time).
 - (iii) The properties may not be alienated unless a completion certificate has been issued in respect of the structural improvements referred to in (i) below. This restraint of alienation is to be registered against the title deed of the respective properties.
 - (iv) That instead of the standard 120 days to secure the purchase price, the purchase price be secured within 90 days.
- (g) That a refundable registration fee of N\$27 000.00 be payable per bidder being 0.75% of the highest upset price of N\$3 706 475.00.
- (h) That the properties are sold *voetstoots* or as is with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the properties or any improvements thereon. The Council also does not warrant that the services installed at the properties are suitable for the use intended by the purchasers. It is therefore the obligation of the purchasers to verify that the installed electricity, sewage and water connections are suitable for the intended use of the properties.
- (i) That the purchasers must construct structural improvements worth at least 1 time the Municipal valuation of the property (as provided for in the *Conditions of Establishment for Extension 10*). Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property.
- (j) That in the event that the purchaser of a property is a close corporation, a company or a trust, then, the members

interest in the close corporation or shareholding in the company or interest in the trust, as the case may be, may not be changed without the prior written approval of Council.

- (k) That Council shall not accept under any circumstances any process whereby the purchaser of a property will be allowed to nominate a third party as the eventual purchaser of the property. To be more specific, the Council shall not entertain any agent bidding on behalf of a principal or any nominee acting on behalf of a legal entity still to be incorporated.
- (l) That such caveats be registered against the title deeds of the properties to prevent any contravention of these conditions.
- (m) That the connected parties defined as per the Income and VAT Act can only bid for one property.
- (n) That Council's other standard conditions of sale be applicable.
- (o) That the income be shared with Erongo RED *pro rata* according to their contribution.
- (p) That an incentive of 15% on purchase price (excluding VAT) discount be offered to developers who develop the erven in a period of 2 years.

11.1.19 APPLICATION TO PURCHASE PORTIONS ADJACENT TO ERVEN 3209 AND REMAINDER 1797, MONDESA (SWAKOPMUND)

(C/M 2021/03/25 - M 3209, M R1797)

CO: P
GM: EPS
GM: CS&HC

RESOLVED:

- (a) That Council approves the sale of the two street portions (Portions A and B of Ismael Abraham Omundele and/or Moshitila Street) located adjacent to Erf 3209 and Remainder 1797 Mondesa, to Ms A K Uushona; subject to:
 - Confirmation from Engineering and Planning Services that the remaining streets will be able to allow smooth traffic flow and maneuvering;
 - That all municipal services (water sewer and electricity) shall be relocated to the satisfaction of the General Manager: Engineering and Planning Services; and
 - No structures or floor of any nature may it be considered temporary shall be constructed over municipal services.
- (b) That Engineering and Planning Services provides the correct sizes of the two street portions applied for by Ms A K Uushona.
- (c) That Council's valuator and an additional valuator provide probable market values for the two street portions;

whereafter such and the conditions of sale be submitted to Council for consideration.

- (d) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Townships and division of land Ordinance 11 of 1963 respectively, be dealt with successfully.
- (e) That the applicant appoints a Town Planner to undertake the statutory procedures as outlined below.
- (f) That Ismael Abraham Omundele and/or Moshitila street be subdivided into Portions A, B and Remainder.
- (g) That Portions A and B of Ismael Abraham Omundele and/or Moshitila street be permanently closed off as "Street" in terms of section 50 (1) of the Local Authorities Act, Act No. 23 of 1992, as amended.
- (h) That the closed portions be assessed in terms of the Environmental Management Act, Act 7 of 2007.
- (i) That Portions A and B, of Ismael Abraham Omundele and/or Moshitila Street be Consolidated with Erven 3209 and R1797, Mondesa, respectively and assume the same zoning,
- (j) That the purchaser appoints a consultant to attend to the Environmental Impact Assessment in terms of the Environmental Management Act, 7 of 2007 as amended
- (k) That the purchaser be responsible for all town planning and cadastral procedures such as application to the Townships Board, land surveying, advertising of the sale and the registration of the newly consolidated Erven.
- (l) That the current Title Deed conditions registered against erven 3209 and R1797, Mondesa be retained and be registered against the newly consolidated erven.
- (m) That the purchaser be granted Power of Attorney to act on behalf of Council to lodge all necessary planning, closure and cadastral procedures pertain to the subdivision of Ismael Abraham Omundele and/or Moshitila Street and consolidations thereof, and
- (n) That the following standard conditions be applicable:
 - (i) *The purchaser accepts that no rights will accrue to her from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.*
 - (ii) *A deposit of N\$10 000.00 shall be required of the purchaser to cover all fees and costs to Council, prior to attending to the statutory processes.*
 - (iii) *Should a balance remain after Council's costs have been covered, it will be refunded by the Finance Department to the purchaser.*



(iv) That the purchaser pay the above deposit within 90 days from the Council resolution approving the purchase price, failing which Council's resolution will be revoked at the next Council meeting following the expiry of the 90 days.

- (o) That the applicant be responsible for payment of any and all costs related to the transaction, and that no rights will accrue to them from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.

11.1.20 REQUEST FOR DISCOUNT TO USE THE MUNICIPAL CENTRAL SPORT FIELD

(C/M 2021/03/25 - 14/2/21/7)

RESOLVED:

GM: EDS

- (a) That permission be granted to the NTA to utilize the Vineta Central Sport Field their tournament on:

- 4-5 June 2021
- 10-11 September 2021
- 16-19 December 2021

- (b) That Council grants a discount to NTA to utilize the Vineta Sport Field based on the below:

Description	Current	Proposed	%
Rate (N\$)	1 196.00	598.00	50%
Refundable Deposit (N\$)	1 145.00	1 145.00	0%
Total (N\$)	2 341.00	1 743.00	N\$598.00 difference

- (c) That Council be indemnified against any claims that may arise from using the stadium.
- (d) That Council reserves the right to cancel the use of the stadium should Council need the stadium for its own purposes.
- (e) That the NTA makes prior arrangements with Erongo-RED for an electricity connection at own cost should it be required.
- (f) That the stadium be restored to its original condition and to the satisfaction of the Swakopmund Municipality after the event.
- (g) That no person stays on the property overnight, except for security personnel.

11.1.21 SUBDIVISION OF ABALONE AVENUE INTO PORTION A AND
REMAINDER STREET, PERMANENT CLOSURE OF A PORTION
OF ABALONE AVENUE MYL 4 AND SUBSEQUENT
CONSOLIDATION OF PORTION A WITH ERF 40 MYL 4 INTO
CONSOLIDATED ERF X

(C/M 2021/03/25 - 19.03.09, M4 E 40)

RESOLVED:

GM: EPS

- (a) That the subdivision of Abalone Avenue into Portion A and Remainder be approved.
- (b) That the permanent closure of the street portion between Erven 40 and 41 Myl 4 as a public open space be approved, and
- (c) That the subsequent consolidation of Portion A with Erf 40 Myl 4 be approved.

11.1.22 INVITATION AND REQUEST: THE SWAKOPMUNDER
KARNEVALSVEREIN (KÜSKA)

(C/M 2021/03/25 - 5/5/1)

RESOLVED:

GM: EDS
GM: HSSWM
GM: CS&HC

- (a) That Council takes note of the request for assistance with regards to the hosting of the *Swakopmunder Karnevalsverein (Küska)* that will take place as from 18-26 June 2021 in Swakopmund.
- (b) That the organizers be granted permission to erect a banner between the palm trees at the corner of Daniel Tjongarerero and Tobias Hainyeko Street as from 22-30 May 2021.
- (c) That the organizers be granted permission to host the *Narrenwecker* in the Main Street (Sam Nujoma Avenue) on 29 May 2021, and that the lane in front of Nedbank will be closed as from 8h00 until 20h00.
- (d) That the General Manager: Health Services & Solid Waste Management avail ten (10) rubbish bins to the organizers for the *Narrenwecker* event.
- (e) That the Mayor indicates her availability to attend functions during the carnival.
- (f) That the organizers liaise with the Traffic Services with regard to the closure of the lane in Sam Nujoma Avenue on 29 May 2021 and the route for the float procession which will take place on 26 June 2021.
- (g) That the Swakopmund Municipality participates in the float procession at the *Swakopmunder Karnevalsverein (Küska)* on 26 June 2021.

- (h) That the Crane truck, Isuzu 250 - N 8773 S, be used during the float procession and that ten (10) municipal employees voluntarily participate and be provided with refreshments.
- (i) That the funds for the refreshments and decoration of the truck (according to the theme) be defrayed from the Corporate Service's Publicity Vote: 150515533000 where N\$296 000.00 is available.
- (j) That the organisers be requested to proceed with the *Swakopmunder Karnevalsverein (Küska)* up to the DRC.

11.1.23 AMENDMENT SCHEME NUMBER 61, EXTENSION 41 (SWAKOPMUND), HAGE GEINGOB SQUARE AND THE APPEAL BY VAN RENSBURG ASSOCIATES
(C/M 2021/03/25 - 16/1/4/1/1)

RESOLVED:

CEO
GM: EPS

- (a) That the Town Planning Amendment Scheme No 61 not be implemented and be placed on hold until the issues (on file) have been resolved in a satisfactory manner.
- (b) That the Town Planning Amendment Scheme No. 61 be repealed and that the Chief Executive Officer informs the ministry accordingly.
- (c) That the Chief Executive Officer arrange a meeting with the Ministry of Works and Transport to discuss the relocation of the rail way line and other matters of concern.

11.1.24 WRITING OFF OF REDUNDANT ITEMS AND EQUIPMENT AT THE HEALTH SERVICES & SOLID WASTE MANAGEMENT DEPARTMENT
(C/M 2021/03/25 - 3/18/1)

RESOLVED:

GM: HSSWM
CO: A
CEO
GM: CS&HC

- (a) That the Council approves the writing-off of the following redundant vehicles and equipment from the Health Services & Solid Waste Management Department:

Vehicles:

N o	Reg No	Make	Year Model	Fleet No	VIN/Engine No	Remarks
1	N15999S	Isuzu Compactor	2005	CL0216	ADMFT34H8G540 261 / 6HK1496565	Old, mechanical issues
2	N8650S	Isuzu Compactor	2012	CL0241	ADMFT34H8G5831 23 / 6HK	Old, Engine needs repairing - high cost
3	N11798S	Mercedes Atego Compactor	2006	CL0104	WDB9700676L0272 96 / 90491100490357	Old, mechanical issues
4	N5524S	Hino Compactor	2005	CL078	AHHFG1JPP00012 471 / J08CTW13097	Old, mechanical issues
5	N18769S	Isuzu Compactor	2013	CL0295	ADMFT34H8G656 912	Old, mechanical
6	N18325S	Hino Compactor	2013	CL0296		Old, mechanical



Equipment:

No.	Description	Serial Number	Remarks
1	HP OfficeJet 7612 Printer	CN8274R04T	Broken
2	HP OfficeJet 7612 Printer	CN8274R090	Broken
3	HP OfficeJet Pro 8100	CN25SBQ14N	Broken
4	1 x LWB LDV Loading Box (of Toyota D4D 2018 Model LDV N23963S)	N/A	New
5	20 x Old Wheelbarrows	N/A	Broken
6	100 x Old Pole Refuse Bins (Blue)	N/A	Broken
7	15 x old skip containers	N/A	Broken
8	500 x refuse bins (orange & charcoal)	N/A	Broken

- (b) That the Chief Executive Officer and the Chairperson of the Management Committee determines the upset prices for the redundant vehicles and equipment.

11.1.25 **REQUEST FOR TRANSFER OF FUNDS TO RENOVATE MUSEUM BUILDING AND ASSESS WOERMAN HAUS**

(C/M 2021/03/25 - 3/1/1/1/1)

RESOLVED:

GM: EPS
GM: F

- (a) That N\$600 000.00 be defrayed from account: Breakwater Protection and Jetty Assessment, Vote: 4000031002300 to the Renovation of Museum Roof account, Vote 250531005400.
- (b) That a new Vote account: "Assessment of the Woerman Haus" be created and an amount of N\$ 400 000.00 be defrayed from the Breakwater Protection and Jetty Assessment, Vote: 4000031002300.
- (c) That N\$400 000.00 be used to appoint a consultant team to compile a detailed report for the renovation work required to the *Woerman Haus*.
- (d) That the capital budget for both Votes be carried over as a continuation project to the 2020-2021 capital budget.

11.1.26 **REQUEST FOR TRANSFER OF FUNDS FOR THE PROCUREMENT OF A TRAILOR MOUNTED PUMP**

(C/M 2021/03/25 - L 5)

RESOLVED:

GM: F
GM: EPS

That the General Manager: Finance be granted permission to transfer an amount of N\$800 000.00 from Vote: 750031007600 - Clean and Repair Raw Water Sump to a new vote for Trailer Mounted Self-Priming Sludge Pump.

11.1.27 **MR J KAMBUESHE REPRESENTING VARIOUS TRANSACTIONS:
REASONS FOR CANCELLATION OF TRANSACTIONS**

(C/M 2021/03/25

- 19.03.08, E 8929, E 8930, E 8939, E 4874, E 4899, Sw)

RESOLVED:

CO: P
GM: CS&HC

That Mr J Kambueshe be informed that Council cancelled the following transactions for the reasons stated below:

	Erf #	Zoning	Date of Sale	Due Date	Reason for Cancellation
1	8929	General Business	28 Apr 17	30 November 18	The contract period expired and the purchaser has not performed in terms of its obligations.
2	8930	General Residential 2	13 Apr 18	13 August 2018 An additional 21 days' notice was given to comply by 04 Sept 2018.	The contract period expired and the purchaser has not performed in terms of its obligations.
3	8939	General Residential 2	13 Apr 18	13 August 2018 An additional 21 days' notice was given to comply by 04 Sept 2018.	The contract period expired and the purchaser has not performed in terms of its obligations.
4	4874	Industrial	17 Jul 17	30 November 18	The contract period expired and the purchaser has not performed in terms of its obligations.
5	4899	Industrial		05 December 16 This sale was a private transaction.	The purchaser failed to sign and return the deed of sale for processing. Therefore no agreement was in place and this transaction never came into force.

13. **DRAFT REGULATIONS AND TARIFFS, IF ANY**

None.

The meeting adjourned: 10:03.

Minutes to be confirmed on: 29 April 2021


Councillor L N Kativa
MAYOR


A Benjamin
CHIEF EXECUTIVE OFFICER